

# **SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES**

The attached Schedules Numbered IN2002.116.01Chng are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.116 between Manatron, Inc. and the undersigned Customer (the "Agreement").

<b>By and Between</b>	<b>And</b>
<b>MANATRON, INC.</b> 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	Customer's Legal Name ("Customer"): <b>WELLS COUNTY, INDIANA</b> 102 West Market Street Bluffton, Indiana 46714
Attention: <u>Vicky Mergen, Contract Administration</u>	Attention: <u>Ms. Mary Towne, Auditor</u>
Telephone No.: <u>(800) 666-5600 x 197</u>	Telephone No.: <u>(260) 824-6470</u>
Fax No.: <u>(269) 567-2930</u>	Fax No.: <u>(260) 824-6475</u>
E-mail Address: <u>vicky.mergen@manatron.com</u>	E-mail Address: <u>auditor@adamswells.com</u>

The parties have executed these Schedules as of the dates set forth below their respective signatures.

**MANATRON, INC.**

By: [Signature]

(Signature)

Its: Director of Contracts

(Title)

Date: November 7, 2003

Witnessed: Matthew Henry

By: Matthew Henry

**WELLS COUNTY, INDIANA**

(Print or Type Name of Customer)

By: [Signature]

(Signature)

Its: Wells County Auditor

(Title)

Date: 10/29/03

By: \_\_\_\_\_

(Signature)

Its: \_\_\_\_\_

(Title)

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Its: \_\_\_\_\_

(Title)

Date: \_\_\_\_\_

Witnessed: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGNATURE PAGE**

Master No. IN2002.116

Date: October 27, 2003 [mr]

**HARDWARE SCHEDULE FOR WELLS COUNTY, INDIANA**

Schedule No. IN2002.116.01 Chng to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.116 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Equipment Description	QTY	Unit Price	Total Price	Office
Metrologic 105951 Scanner w/Keyboard Wedge	2	\$ 299.00	\$ 598.00	Auditor
Total Hardware Fees:				\$ 598.00

All quoted fees for Hardware are valid for 60 days from the date of this Schedule.

**CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.**

**TERM OF HARDWARE SCHEDULE:** This Schedule shall expire upon the later of the (1) receipt and payment of the Hardware as specified above or (2) expiration of the Hardware warranty (if applicable).

**HARDWARE PAYMENT TERMS:** Manatron shall invoice 100% of the amount of the Hardware upon receipt by Customer.

Master No. IN2002.116

Date: October 27, 2003 [mr]

**SOFTWARE SCHEDULE FOR WELLS COUNTY, INDIANA**

Schedule No. IN2002.116.01 Chng to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.116 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Software Description	Model Number	QTY	Unit Price	Total Price	Office
<b>ADD</b>					
MVP Tax - Full Users Tax	MVP-TAX	9	\$ 5,000.00	\$ 45,000.00	see below
MVP Tax - Inquiry Users	MVP-TAX	5	\$ 1,000.00	\$ 5,000.00	see below
<b>DELETE</b>					
MVP Tax - Full Users Tax	MVP-TAX	6	\$ (5,000.00)	\$ (30,000.00)	see below
MVP Tax - Inquiry Users	MVP-TAX	8	\$ (1,000.00)	\$ (8,000.00)	see below
MVP Tax Includes:					
- Billing Collections					
- Property Maintenance					
- Cashiering					
- Distribution with Settlement					
- Delinquency					
<b>Total Software Fees:</b>					<b>\$ 12,000.00</b>

**OFFICES and USERS** are as follows; the Auditor's Office, four (4) Full Users and two (2) Inquiry Users; the Treasurers' Office with five (5) Full Users; the Surveyor's Office with one (1) Inquiry User; the Recorder's Office with one (1) Inquiry User; and the Assessor with one (1) Inquiry User.

**TERM OF SOFTWARE SCHEDULE:** This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

**SOFTWARE PAYMENT TERMS:** Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation.

Master No. IN2002.116

Date: October 27, 2003 [mr]

# **MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR WELLS COUNTY, INDIANA**

Schedule No. IN2002.116.01 Chng to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.116 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Hardware Product	Model Number	Unit Price <small>Manufacturer's Warranty</small>	Annual Price <small>Manufacturer's Warranty</small>	Office
Metrologic MS951 Scanner	METMS951WKB-S			Auditor
<b>Total Hardware Maintenance Fees:</b>				\$ -

**HARDWARE MAINTENANCE:** Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Hardware. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Hardware, Manatron shall contact the appropriate service to provide for the Hardware and to provide assistance in connection with the resolution of the error or problem.

**HARDWARE MAINTENANCE PAYMENT TERMS:** Hardware Maintenance Services shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services; whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

**CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.**

**DELAYED BILLING FEES:** If Customer is billed on a monthly basis for Hardware Maintenance Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Hardware Maintenance Fees or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Software Product	Model Number	Unit Price	Annual Price	Office
<b>ADD</b>				
MVP Tax - Full Users	MVP-TAX-S	\$ 1,125.00	\$ 13,500.00	See Software Page for User Offices and Distribution
MVP Tax - Inquiry Users	MVP-TAX-INQUIRY-S	\$ 125.00	\$ 1,500.00	same as above
<b>DELETE</b>				
MVP Tax - Full Users	MVP-TAX-S	\$ (750.00)	\$ (9,000.00)	See Software Page for User Offices and Distribution
MVP Tax - Inquiry Users	MVP-TAX-INQUIRY-S	\$ (200.00)	\$ (2,400.00)	same as above
<b>Total Software Support Services Fees:</b>				\$ 3,600.00

**PER CALL BASIS** will be billed at the "then current" rates.

**SOFTWARE SUPPORT PAYMENT TERMS:** Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

**CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.**

**THIRD-PARTY SOFTWARE SUPPORT:** Company will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Company shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Company to be related to the Third-Party Software, Company shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

**TERM OF SUPPORT SERVICES SCHEDULE:** Support Services shall commence on the first of the month next following installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

**DELAYED BILLING FEES:** If Customer is billed on a monthly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Master No. IN2002.116  
Date: October 27, 2003 [mr]

**PROFESSIONAL SERVICES SCHEDULE FOR WELLS COUNTY, INDIANA**

chedule No. IN2002.116.01 Chng to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.116 between Manatron, Inc. and the undersigned Customer (the "Agreement").

GENERAL DESCRIPTION OF SERVICES	Model Number	Days/QTY	Unit Price	Total Price	Office	Estimated Completion Date
ADD						
Additional Software Installation		1	\$ 100.00	\$ 100.00		
Total Professional Services Fees:					\$ 100.00	

**TERM OF PROFESSIONAL SERVICES SCHEDULE:**

**PROFESSIONAL SERVICES PAYMENT TERMS:** Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

Master No. IN2002.116  
Date: October 27, 2003 [mr]

## SUMMARY SCHEDULE FOR WELLS COUNTY, INDIANA

ONE TIME FEES	
	Total Price
HARDWARE	\$ 598.00
THIRD-PARTY SOFTWARE	\$ -
SOFTWARE	\$ 12,000.00
PROFESSIONAL SERVICES (Billed as Used)	\$ 100.00
<b>Total One Time Fees:</b>	<b>\$ 12,698.00</b>

ONGOING FEES	
	Total Price
HARDWARE MAINTENANCE SERVICES	\$ -
SOFTWARE SUPPORT SERVICES	\$ 3,600.00
TOTAL HOSTING FEES	\$ -
Total Ongoing Fees:	\$ 3,600.00

Master No. IN2002.116  
Date: October 27, 2003 [mr]